

2353

AGREEMENT

between the

TOWNSHIP OF HOWELL

and the

TRANSPORT WORKERS UNION OF AMERICA

LOCAL 225 - BRANCH 4

JANUARY 1, 1995

THROUGH

DECEMBER 31, 1997

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THIS AGREEMENT, made and entered into in Howell Township, New Jersey, this first day of January, 1995, between the Township of Howell, a municipality in the County of Monmouth and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Transport Workers Union of America, AFL-CIO and its Local 225, Branch 4, hereinafter referred to as the "Union" or "TWU."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

ARTICLE I
RECOGNITION

Section 1.

The Employer hereby recognizes the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4, as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment for all regular full time employees and for all regular part time employees working a twenty (20) or more hour work week, employed by the Township, but excluding managerial executives, police, supervisors within the meaning of the Act, confidential employees, school crossing guards, and Department Heads.

Section 2.

The Township recognizes the TWU as the exclusive representative of all employees as defined heretofore as members (White Collar, Secretarial, Clerical, Police Dispatchers) known as the Howell Township Municipal Employees Association in accordance with the Township letter, dated June 6, 1983, in recognizing the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4.

Section 3.

The Employer hereby recognizes the TWU as the exclusive representative of all employees (Blue Collar and White Collar) of the Department of Sewer and Water, but excluding managerial executives, supervisors, confidential employees within the meaning of the Act.

Section 4.

The Employer and the TWU agree that continued day-to-day communications are essential in promoting harmonious relations between the parties; therefore, in order to ensure that the Employer communicates with the current elected or appointed representatives, the TWU agrees to provide to the Employer the name(s) and title(s) of the Union Official authorized to speak for and in behalf of the unit. This list and any changes to such list will be forwarded to the Township Manager's office as soon as practicable after such official(s) is designated and, as necessary, to maintain a current list of representatives.

ARTICLE II HOURS OF WORK

Section 1.

The regular work week for Blue Collar employees shall consist of forty (40) hours, on a schedule of eight (8) hours per day, exclusive of a meal period. All work scheduled shall include a one-half (1/2) hour meal period, preferably between the fourth (4th) and fifth (5th) hours of the work schedule. The regular work day for all Blue Collar employees in the DPW shall be 7:30 AM to 4:00 PM, except summer hours. The regular work day for all Blue Collar employees in the Department of Water and Sewer shall be 7:30 AM to 4:00 PM, except summer hours. The summer hours for all Blue Collar employees shall be 7:00 AM to 3:30 PM during the period of daylight savings time.

Section 2.

The Employer shall authorize for all employees a fifteen (15) minute rest break at 10 a.m., or thereabouts, and a fifteen (15) minute rest break at 2:30, or thereabouts. Employees shall remain on call at all times during their rest break.

Section 3.

The regular work week for White Collar employees shall consist of not more than thirty-five (35) hours, on a schedule of not more than seven (7) hours per day, exclusive of a meal period. All work schedules shall include a one-hour meal period. The Police records clerk and Police Dispatchers will work a forty (40) hour week consisting of eight (8) hours per day exclusive of a one-hour meal period.

Section 4.

The Township reserves unto itself the right to change work schedules upon thirty (30) days' notice in advance to the employees affected and to the Union. The Township shall also have the right to adjust schedules for certain least senior employees in the Department of Public Works so that Saturdays/Sundays are part of the regular workweek. Such Saturday/Sunday work will be limited to Recycling Center assignments, and shall not deprive other members of the Department of overtime work outside the Recycling Center.

Section 5.

The work year for payroll purposes shall be the calendar year January 1 through December 31.

ARTICLE III OVERTIME

Section 1.

Blue Collar Employees: All work performed in excess of forty (40) hours in one (1) week or eight (8) hours in one (1) day shall be considered overtime and shall be compensated at the rate of time and one-half, except any work on the second of two (2) consecutive days off shall be paid at double time.

Section 2.

Blue Collar Employees: Employees called in on a regular work day before or after their regularly scheduled work day shall receive a two (2) hour minimum, unless such period shall run into the regularly scheduled work day where only the excess time worked shall be considered.

Section 3.

Blue Collar Employees: Employees who are required to work on any one of their regular days off shall be guaranteed a

minimum of six (6) hours' pay at time and one-half when work is scheduled in advance. In emergencies, there shall be a minimum of two (2) hours' pay at time and one-half.

In the event a dispatcher is called to work, a minimum of two (2) hours at the overtime rate shall be paid. A call out is not an extension of a shift or tour of duty. A call out is applicable when the individual is in a non-duty status. Call outs shall be made in seniority rotation order on a daily basis.

Section 4.

Employees in Public Works Department: Overtime shall be performed only upon the direction of the supervisor or department head and offered to available full time employees before any part time employees are used. Overtime shall be shared amongst all employees on a rotation system starting with the senior employees within each job title and subject to the reasonable requirements of the department as to the ability of the employee to do the job assigned.

Section 5.

Employees in Public Works Department: Any employee who shall decline to accept an overtime assignment shall not be entitled to any other overtime assignment until his/her term is reached again. It is expressly understood that nothing herein is deemed recognition of any right by any employee to refuse an emergency overtime assignment. In non-emergency situations, the Township may assign overtime work to any employee should there not be a sufficient number of employees readily available. In emergency situations, overtime will be assigned as follows: In such emergency cases, employees living within twelve (12) miles of the Howell Township Municipal Complex will be called from the availability list. The Union agrees to provide an overtime availability list on a quarterly basis to the Public Works Department Head.

Section 6.

A. All work performed by White Collar employees in excess of thirty-five (35) hours in one (1) week, or seven (7) hours in one (1) day, shall be considered overtime and shall be compensated at the rate of one and one-half, except for the dispatchers and records clerk. Dispatchers and records clerk shall receive overtime after forty (40) hours in one (1) week, or eight (8) hours in one (1) day. The employees and the Township may agree that compensatory time may be taken in lieu of payment for overtime.

B. Once compensatory time off has been approved by the employee's supervisor, it will not be canceled unless forty-eight (48) hours notice is given to the employee. In the event that this time off is canceled, after the 48 hour notice, the employee may reschedule or take the appropriate pay, which shall be pay for all hours worked and straight time for the scheduled compensatory time which the employee was not able to utilize.

Section 7.

Overtime work shall be performed only upon the direction of the supervisor or department head and offered to available full-time employees before any part-time employees are used.

Section 8.

All employees working for at least four (4) hours' overtime on any assignments after their regular eight (8) hours of scheduled assignment shall be paid a meal allowance. The Department Head shall make adjustments for additional meals if the employee is working for an extended period in increments of four (4) hours. The meal allowance shall be \$8.00 during the term of this agreement.

Section 9.

The present on call system for Water & Sewer employees shall remain the same. This system is as follows: Each week beginning on a Friday, a Water and Sewer Employee will be on call for one week to answer emergencies and customer complaints, this assignment shall also entail the on call man to make the well house rounds. The worker on call shall receive two (2) hours pay for each day of the week on call and four (4) hours for his/her Saturday/Sunday assignment.

Section 10.

In the event that the Town Hall is closed early due to weather conditions, all employees who are required to work shall receive equivalent compensatory straight time off.

ARTICLE IV HOLIDAYS

Section 1.

The Township recognizes the following days as paid holidays for which employees actively on the payroll at the time of

the holiday will receive a day of pay at straight time without having to perform work:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 2.

The work days prior to Christmas Day and to New Year's Day will be one-half day. Employees will be required to work until the noon hour. No lunch hour will be permitted on these days.

Section 3.

Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the immediately preceding Friday.

Section 4.

In the event an employee works on a Holiday, he/she shall be paid at time and one-half his/her regular rate of pay, plus holiday pay.

ARTICLE V VACATIONS

Section 1.

Vacation entitlement shall be based upon the employee's date of hire according to the following schedule:

Length of Service	Number of Vacation Days
1 to 5 years	13 working days
6 to 9 years	15 working days
10 to 15 years	18 working days
16 to 19 years	20 working days
20 years or greater	22 working days

Employees in the Department of Water & Sewer shall be entitled to earn vacations based upon their date of hire with the Howell Twp. MUA, although no days will be credited for service with the former HTMUA.

During the first calendar year or portion thereof, an employee shall receive no vacation entitlement for the first two (2) months and one (1) day for each month thereafter. No vacation may be taken prior to six (6) months employment. Any new employee hired before the 15th day of the month shall be credited with having worked one month for purposes of vacation entitlement. Vacation shall be prorated in the year of termination.

Section 2.

Vacations may be taken during the contract year subject to prior approval of the department head. In the event an employee is directed not to utilize his/her vacation days because of pressure of Township business, then the vacation time unused shall accumulate and shall be granted no later than the end of the next succeeding year.

Section 3.

Choice of vacation shall be offered to employees within each Department. In January of each year, the Township Manager shall see that a list of names according to their seniority in each department shall be posted. The Township Manager shall, on or before March 1, issue a request to all employees to schedule their vacations by April 1st. By April 1st, employees shall submit to their Department Heads their vacation requests. Employees in accordance with seniority within each department shall be given first choice. Employees who fail to select vacation dates within thirty (30) days of the posting shall choose vacations from available dates that are left over after the pick. Employees may change their vacation subject to the availability of open dates on the calendar.

ARTICLE VI HOSPITAL AND MEDICAL INSURANCE

Section 1.

All full time employees and all permanent part time employees working a twenty (20) or more hour work week will be covered for hospital and medical insurance through the State Health Benefits Program, which provides coverage under the traditional plan (1420 Series, Part I-Basic & Part II - Major Medical), or coverage under the Health Maintenance Organization Program, in accordance with State Regulations or Statutes.

Section 2.

Full time employees will continue to be enrolled in the Township Dental Plan. The Employer will pay the full premium for the employee and one-half (1/2) the dependent unit premium. Enrollment in the dependent unit plan is optional to the employee. Supplementary dental service premium costs will be paid by the employee.

Section 3.

The Township shall reimburse a Blue Collar employee for the replacement of safety eyeglasses broken in the performance of such employee's duties, except when protective glasses or goggles are provided and not worn.

Section 4.

A \$2.00 co-pay Prescription Plan covering employees only shall be provided and paid for by the Township as soon as reasonably practicable after the signing of this Agreement. The plan shall not cost the Township more than \$125 per annum (maximum premium) and shall allow the employees the option of covering their eligible dependents at their own expense.

Section 5.

New hires, hired after ratification, shall be provided with employee only health coverage. The Township shall provide for dependent coverage in accordance with the following schedule:

- In the first year of employment, the Township shall pay 50% of the dependent coverage.
- In the 2nd year of employment, the Township shall pay 55% of the dependent coverage.
- In the 3rd year of employment, the Township shall pay 60% of the dependent coverage.
- In the 4th year of employment, the Township shall pay 70% of the dependent coverage.
- In the 5th year of employment, the Township shall pay 80% of the dependent coverage.
- In the 6th year of employment, the Township shall pay 90% of the dependent coverage.
- In the 7th year of employment, the Township shall pay 100% of the dependent coverage.

Section 7.

The Employer reserves the right to change insurance carriers subject to Union review, for equivalent or better coverage. The parties will subject any disagreement under

this section only to a special arbitration procedure as follows:

Should a dispute arise as to whether or not the change in insurance carriers and/or policies proposed will be equivalent or better coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of this Agreement (Article XI). The decision of the arbitrator shall be in writing, shall be submitted within thirty (30) calendar days of the close of the record and shall be final and binding on all parties pursuant to law.

ARTICLE VII SICK LEAVE

Section 1.

A. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of continuous service on the basis of twelve (12) days per year. The amount of sick leave not taken shall accumulate from year to year. Sick time will not accrue during an employee's leave of absence due to sickness. Upon termination, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of one hundred twenty (120) days of pay, unless terminated following conviction in a criminal court of a premeditated, indictable offense.

B. If an employee does not utilize any sick days during a calendar year, they shall be credited with an additional personal day for use the next ensuing year.

C. Effective January 1, 1992, all employees, upon completing one (1) year of employment, shall be credited with the entire year's sick leave, which may be utilized at any time. If an employee exceeds sick leave usage, upon termination said monies are to be deducted from his/her final check.

Section 2.

In all cases of reported illness or disability, the Township, through the Manager, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee.

Section 3.

A. A leave of absence may be granted to full time employees

who are ill or disabled, not resulting from duties performed during their employment and when such illness or disability is evidenced by a certificate of a physician. A leave of absence shall be granted only when the employee has expended his/her accumulated sick and vacation leave. Eligible employees may apply for Group Disability Benefits through the Township's Group Insurance. An employee may purchase sick time back from the Township according to the employee's rate of pay and the amount that the insurance company provides. For example, the amount of time "bought back" will be whatever the disability check will purchase according to the employee's daily rate of pay. It is specifically agreed and understood between the parties hereto that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in one case shall not be used as precedent in any later case. Each case shall be decided according to its own merits.

B. When a leave of absence without pay is granted to an employee for sickness or injury, not job-related, the employee's anniversary date will change upon his/her return to work.

C. The parties agree that an employee's prolonged absence from work because of not-related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

Section 4.

A. When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his/her employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Council to examine such employee, the Township Council may, by ordinance pursuant to N.J.S.A. 40A:9-7, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one (1) year. The employee shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability. It is specifically agreed and understood between the parties hereto that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in one case shall not be used as precedent in any later case. Each case shall be decided according to its own merits.

B. The employee shall reimburse the Township by remitting the checks he/she may receive from Worker's compensation, benefits of insurance policies paid by the Township, salary considerations received through legal settlements or judgments

that result from any job-related injury or disability referred to in this Article.

C. The parties agree that an employee's prolonged absences from work because of job-related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

D. The parties also agree that the injured or disabled employee's anniversary date will not be changed due to absences caused by job-related injury or disability.

ARTICLE VIII BEREAVEMENT

Section 1.

In the event of the death of a member of an employee's immediate family, no sick leave, or other leave benefits, shall be charged to the employee for the days necessary to settle personal affairs. There shall be three (3) consecutive working days' leave which shall be taken at a time reasonably related to the event of the death. The term "immediate family" for the purposes of this Article shall mean and refer only to the employee's spouse, child, parent or guardian, brother or sister, parents-in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, and grandchildren.

ARTICLE IX JURY DUTY AND MILITARY DUTY

Section 1.

When called for jury duty and for the duration of such service, an employee shall be entitled to a temporary leave with pay. During the period of jury duty service, the employee will be expected and required to report for work at such time as his/her presence as a juror is excused. The Township shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty service.

Section 2.

The Employer agrees to allow a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties

as a municipal employee provided a subpoena is legally served upon said employee. It is specifically agreed that an employee who is a plaintiff in any action or who is taking part in any action against the Township shall not be eligible for pay under this Section.

Section 3.

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable state and Federal laws. An employee called to serve on annual active military duty or training will be paid his/her regular salary. The employee will reimburse the Township for any payments or fees received minus any mileage or other travel expenses. The employee shall have the option of reimbursing his/her Township pay in lieu of this repayment. The Township shall have the right to require prior proof of such attendance by military order and proof of payment received.

ARTICLE X
DISCHARGE AND SUSPENSION

Section 1.

The Township retains the right to issue a verbal or written reprimand, to demote, suspend, or discharge any employee for just cause. Disciplinary determinations may be appealed in accordance with the grievance procedure herein.

ARTICLE XI
GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement as to an employee.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally, with or without Union representation, with any supervisor of the departments and having the grievance adjusted without formal proceedings as long as the resolve is not contradictory to this Agreement.

3. Pending the grievance and the final disposition, the Employee shall continue to work in a regular and orderly manner without interruption.

B. Definition:

A. The term grievance as used herein means a complaint by an individual employee, group of employees or the TWU concerning the interpretation, application or violation of this Agreement, or a violation of policies, or administrative decisions affecting them.

Only grievances alleging a misinterpretation, misapplication or alleged violation of the expressed terms of this Agreement may be processed beyond Step 2 of this procedure.

C. Grievance Specificity:

A written grievance must identify the grievant by name; set forth a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged; the time and place of occurrence of said act; the employer's representative whose action or failure to act forms the basis of the grievance; explaining the precise questions of interpretation, application or alleged violation of such provisions underlying the grievance and must set forth the remedy sought.

D. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the employees or TWU Local 225 Branch 4 covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent or resolved on a lower level:

1. Step One Department Head:

a. An aggrieved employee, with the TWU Chairperson or his designee, shall submit in writing within seven (7) work days after the aggrieved employee knew or, should have known, of the events giving rise to the grievance, to the Department Head. Failure to act within seven (7) work days shall be deemed to constitute an abandonment of the grievance.

b. The Department Head shall investigate and attempt to find a mutually agreeable solution to the grievance and shall render a written decision to the Union and grievant within ten (10) business days from the receipt of the grievance.

2. Step Two - Township Manager:

a. In the event a satisfactory settlement has not been reached at Step One or the Department Head fails

to respond within the time prescribed, the Union may move this matter to the Township Manager within five (5) business days following receipt of the written decision of the Department Head or within five (5) business days of the decision's due date.

b. The Township Manager shall either review the grievance, or, if requested, shall hold a meeting with the Union Section Committee and the grievant within ten (10) business days after receipt of the grievance and provide his/her written decision to the Union and grievant within ten (10) business days after receipt or hearing of the grievance.

3. Step Three - Arbitration:

a. In the event that the grievance has not been resolved at Step 2, or the Township Manager fails to respond within the time period prescribed, the Union may elect to file within thirty (30) calendar days for binding arbitration of the dispute pursuant to the parameter of paragraph 2 of Section B of this Article and other applicable law. It is further provided that there shall be no arbitration concerning the discipline or discharge of a probationary employee. Failure to file a demand for arbitration within the prescribed time limits will constitute an abandonment of the grievance.

b. It is agreed by the parties that no more than one (1) grievance shall be arbitrated before the same arbitrator at one time.

c. The arbitrator shall be chosen in accordance with the rules and regulations of the Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendments or supplement hereto.

d. The arbitrator so selected shall confer with the representatives of the Township and the Union and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Township and the Union and shall be final and binding on the parties.

e. The costs for the services for the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence shall be borne equally by the Union and the Township. Any other expenses incurred shall be borne by the party or parties incurring same.

E. Township Grievance

Grievances initiated by the Township shall be filed in writing directly with TWU Local 225 Branch 4 within the same period set forth in Step One, Paragraph "a". A meeting between the Township Manager and the TWU representative shall be held within five (5) business days of the receipt of said filing and an earnest settlement shall be reached, if not the procedure set forth in Step Three shall be applied.

F. No Strike No Lock Out:

It is the intention of the parties to settle all differences between the Employer and the Union arising from the interpretation or implementation of this Agreement through the grievance procedures in accordance with the provisions of this Agreement. Therefore, the Employer agrees that it will not lock out its employees, and the Union agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this Agreement.

G. Time Limitations:

The time limits set forth herein shall be strictly adhered to. The parties may waive the time limits for any Step herein by written mutual consent executed by the representatives for all affected parties.

ARTICLE XII UNION DEDUCTIONS

Section 1.

The Township shall deduct from the wages of employees the first payday of each and every calendar month and remit to the Secretary/Treasurer of the Union regular membership dues, assessments, or fines, for those employees who sign authorization cards permitting such payroll deductions.

Section 2.

From the wages of any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of permanent full time employment, the Township will deduct an Agency Fee and/or Maintenance Fee

charged each month at the time the regular dues are deducted and remit the deducted Agency Fee and/or Maintenance Fee charge to the Secretary/Treasurer of the Union. The maximum amount of said fees shall be eighty-five (85%) percent of the regular dues and fees.

Section 3.

The Township agrees to deduct and transmit to the Secretary-Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Section 4.

The Union will indemnify and save harmless the Township from any and all claims and disputes that may arise out of or by reason of action taken by the Township on account of this Article.

ARTICLE XIII SENIORITY

Section 1.

Seniority shall be defined as length of continuous service as a permanent full time employee within the bargaining unit. The employees of the Department of Water and Sewer shall have Township seniority effective January 1, 1992; they shall have Department seniority within the Department of Water and Sewer beginning with their date of hire with the Howell Township Municipal Utilities Authority.

Section 2.

A. In case of layoff, the required reductions shall be made in such job classification or classifications as directed by the Township Council with the least senior employees in the job classification being laid off at first.

B. Where employees are laid off and an opening occurs for reemployment within two (2) years, employees on lay off shall be recalled within job classification in the order of seniority. If the person recalled does not accept the position within one (1) week from notification, he/she shall

be considered to have resigned.

C. A senior employee may, in order to retain his/her employment, "bump" a junior employee in a lower job classification, providing such senior employee is qualified to hold the position. Within five (5) working days upon receipt of a layoff notice, an employee will notify the Township of his/her intent to bump.

D. In determining layoffs and bumping rights when two or more employees have the same date of hire, the following shall determine the tie breaker:

1. any and all prior continuous service immediately before becoming a permanent employee; if this does not result in breaking the tie, then

2. the month and day of birth of the employees.

Section 3.

The filling of all newly-created or vacated positions shall be within the reasonable discretion of the Employer. The Employer shall, in manning said positions, take into account all qualifications necessary for the efficient fulfillment of the job title. In the event the qualifications of two or more eligible individuals are equal, preference shall be given to the employee having the greatest seniority.

Section 4.

All positions to be filled in accordance with Section 3 of this Article shall be posted for seven (7) business days. A decision shall be made thirty (30) calendar days after the close of the application period, or the Township shall provide notice to the Union of its withdrawal of the posting. The employee awarded the position shall have a thirty (30) day trial period. If said employee is found to be unqualified during the thirty (30) day trial period, said employee shall revert back to the former position. If said employee has proven to the Employer to be qualified after the trial period, then the employee shall be made permanent.

ARTICLE XIV WORK CLOTHING

Section 1.

The present system of providing five (5) sets of work clothing for employees in the Department of Public Works shall

be continued, including foul weather gear, and employees are required to wear the clothing provided while at work. Each blue collar worker shall also be provided with five (5) T-shirts. Effective no later than December of each year, each Public Works employee shall be provided with his choice of a set of winter coveralls or a winter jacket.

The blue collar workers of the Water & Sewer Department shall receive seven (7) sets of blue uniforms and seven (7) T-shirts; the Township agrees to provide twice per week cleaning service.

Section 2.

The Employer will provide to each blue collar employee in the Department of Public Works and the Department of Water and Sewer, one pair of safety work shoes for each contract year, in January of that year. The employees are required to wear the safety work shoes while at work. The style of the work shoe would be chosen by the employees, with prior approval by the Director of Public Works. In the event that an employee requires a specific work shoe in accordance with documented medical need, the Employer will reimburse the employee for the standard cost of the work shoes. The costs of any work shoes provided under this Article shall not exceed ninety (\$90.00) dollars in each calendar year of this Agreement.

Section 3.

New dispatchers shall be provided with an initial issue of uniforms and shall not be entitled to a clothing allowance during their first (1st) year of service. After completion of one (1) year of service, a clothing allowance in the amount of \$700.00 shall be paid to all dispatchers annually. Payment will be made in two installments, April and October of each year, after certification by the Chief of Police that the employee has maintained his/her uniform to department standards.

Section 4.

Field personnel in the Engineering Department, Building Department and Code Enforcement shall be provided with his/her choice of a set of winter coveralls or a winter jacket no later than October 1st of the first year of this Agreement. They shall also be entitled to the shoe allowance in accordance with Section (2) of this Article.

ARTICLE XV
NON DISCRIMINATION

Section 1.

Neither the Employer nor the Union shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation or national origin. Where the word "he," "she," "him," or "her" is used in this Agreement, it shall mean both sexes.

ARTICLE XVI
MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

Section 1.

It is recognized and agreed that the Township possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the specific provisions of this Agreement. These rights include, but are not limited to, selection and direction of its employees; to hire, promote, transfer, assign, and retain employees in positions within the Unit and suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to establish and change work schedules and assignments; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to determine the methods, means, and personnel by which its operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the Township may take whatever actions may be necessary to carry out the mission of the facility or departments in situations of emergency.

Section 2.

Rules and Regulations

The Employer agrees that, prior to establishing any new work rules or modifications of any new work rules, they shall first be discussed with the Union and shall not be implemented until the expiration of fourteen (14) days after such discussion, unless emergent reasons exist.

ARTICLE XVII UNION BUSINESS

Section 1.

The Union Section Chairman shall be excused from his work assignment and shall be granted a reasonable amount of time to handle Union/Management business; provided, however, that the Section Chairman notifies either his Supervisor or the Department Head; and provided that such time is limited to an aggregate of six (6) hours per month, non-accumulative.

Section 2.

The members of Union's Section Negotiating Committee shall be granted time off from duty with full pay for all meetings between the Township and the Union for the purposes of negotiating the terms of an agreement when such meetings take place at a time during said employees' regular working hours.

Section 3.

The duly authorized officers and/or business representatives of the Union shall be permitted on Township premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of Township business. The Township, if it so chooses, shall have one of its representatives accompany the business representative while on the premises. At the time of entering the Township's premises, the business representative must make his presence known to the Supervisor or the Department Head. The business representative shall conduct himself properly while on Township premises.

Section 4.

The Employer will provide a bulletin board in a conspicuous location in the buildings where employees covered by this Agreement are employed.

Section 5.

Meeting Facilities

Representatives of the Union shall be permitted to transact official Union business on Township property at such times and places to be determined in accordance with prevailing Township policy, procedures and regulations. It is understood that all meetings of the Union shall be held so as not to interfere or interrupt normal Township operations and at no additional cost

to the Township. The request for scheduling all meetings shall be made through the Municipal Manager.

ARTICLE XVIII SALARIES AND WAGES

Section 1.

For the year 1995, all employees shall receive a 4.5% retroactive increase in salary; Effective January 1, 1996, all employees shall receive a 4.5% salary increase; Effective January 1, 1997, all employees shall receive a 4.5% salary increase. See salary guides.

Section 2.

In addition to an employee's annual wage, each employee shall be paid a longevity increment after the completion of the number of years of continuous service as follows:

A. Years of Service	Additional Compensation Per Annum
5 years	\$500.00
10 years	\$750.00
15 years	\$1000.00
20 years	\$1250.00

Employees in the Department of Water & Sewer shall be entitled to earn longevity based upon their date of hire with the Howell Twp. MUA.

B. Each employee will qualify for the longevity increment on the date of the anniversary of his/her employment. Such increment shall be paid together with and in addition to regular salary and shall be included in addition to regular salary payroll checks.

C. In computing any overtime pay which may become due to any such employee, only the annual wage shall be used, so long as such a policy is in conformance with then-applicable law.

Section 3.

Employees assigned to work in a higher job classification with the Township Manager's approval for a temporary period of more than five (5) consecutive days shall receive the higher rate of pay while performing such assignment beginning with the 6th consecutive day, except the Township shall have a period not exceeding (30) working days, accumulative, to train an employee on a piece of equipment during which this will not apply. The "higher rate" referred to above shall mean the

rate of the next step on the salary scale of the higher classification that is higher than their own, but in no event shall this be less than a four (4%) percent increase over their own rate. Employees shall be chosen for higher classification on the basis of qualifications. In the event the qualifications of two or more eligible individuals are equal, preference shall be given to the employee having the greatest seniority.

Section 4.

Effective upon ratification of this Agreement, the training wage for newly hired communications operators shall be \$24000. the first year of employment; \$26000. the second year of employment, and by the third year of employment the employee shall be placed on Grade 25, the first step of that current year. The entry wage shall be subject to the negotiated increase in 1996 and 1997. This training wage shall not apply to lateral transfers within the bargaining unit.

ARTICLE XIX SAFETY

Section 1.

Employees shall not be required to use machinery or equipment when a majority of the Safety Committee certifies that it has a defect, or is not in proper working order so that it would be unsafe to operate.

Section 2.

The Safety Committee of the Public Works Department shall consist of the Director of Public Works or his designee, the Chief Mechanic, and a representative of the Union.

Section 3.

The Union recognizes the fact that it is the employees' responsibility to use all safety equipment provided for their protection.

Section 4.

All safety equipment shall be purchased, replaced and maintained as per State, Federal and OSHA guidelines.

Section 5.

The Township agrees to follow all fire and safety codes in the operations of the Department of Water and Sewer.

Section 6.

The Township agrees to provide safety classes to all blue collar employees of the Department of Water and Sewer which shall be updated yearly.

**ARTICLE XX
PERSONAL DAYS**

Section 1.

Each member of the bargaining unit shall receive two (2) personal days each year with prior approval of their Department Head, and at least five (5) days' notice, except in emergency situations. During the first (1st) year of employment the employee must work at least six (6) months of the calendar year to be entitled to one (1) personal day. After the first (1st) year of employment, an employee can use both days in January in accordance with above procedures, but owes the Employer if employee resigns or leaves his/her employment prior to June 30 and December 31. The Union agrees that any owed personal days will be deducted from the employee's last pay check by the Employer. The days shall not be cumulative to the following year.

**ARTICLE XXI
EDUCATIONAL REIMBURSEMENT**

Section 1.

Should an employee desire to enroll in an approved work-related non-college course or workshop, such employee may submit a request for reimbursement of the expenses of such course or work shop to the Township Manager. The Township Manager may, in his discretion, approve those courses or workshops which will benefit the Township, are related to an employee's work, and for which funds are available. Employees must obtain advance approval in order to be eligible.

Section 2.

A. Should an employee desire to attend college, such employee may submit a request to the Township Manager. The Township Manager may, in his discretion, approve those courses which will benefit the Township, are related to an employee's work, and for which funds are available. Employees must

obtain advance approval in order to be eligible.

B. The Township will pay for tuition only, in accordance with the following terms: Full payment if employee receives an A; 75% if employee receives a B; 50% if the employee receives a C; if the employee receives a D or less, there will be no reimbursement. The Township will pay for a maximum of six credits per semester for an individual. The maximum rate paid will be the State College Rate. "Pass/Fail" courses will be reimbursed at 60% for pass, 0 for fail.

Section 3.

If an employee is ordered by the Township to attend work-related courses or schooling, the Township will pay for the course and all reasonably related expenses incurred.

Section 4.

Each instance of approval/disapproval shall be considered on its own merits and shall not be precedential as to other requests.

ARTICLE XXII CLOSING OF FACILITY

Section 1. The Employer agrees that notification to employees will be provided via the local public radio station, so long as the local station policy remains the same in providing such service to the public, or by direct notice from employees' supervisors. Local stations will be requested to announce such closing when it is determined by the Employer that certain local government facilities will be closed because of weather conditions or other facility problems. Any decision of closing must come via the Manager's Office or directly from the Township Council.

ARTICLE XXIII SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2.

If any provisions are so invalid the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIV
FURTHER NEGOTIATIONS

Section 1.

Prior to the ending date of this Agreement, pursuant to the regulations of the New Jersey Public Employment Relations Commission, the parties shall confer, at mutually agreed-upon times and places for the purposes of effectuating, if possible, a new or a continuation of the within agreement.

ARTICLE XXV
PROBATIONARY PERIOD

Section 1.

All new employees shall serve a probationary period of six (6) months of continuous employment. During that time it is specifically agreed and understood that the Township has the right to terminate the employment of the probationary employee, and the Union and the employee may not resort to any grievance procedure or any other hearing procedure under those circumstances. Probationary employees shall be entitled to all other benefits under this Agreement except as specifically prohibited herein.

ARTICLE XXVI
DURATION OF AGREEMENT

Section 1.

This Agreement shall be in effect as of January 1, 1995 up to and including December 31, 1997.

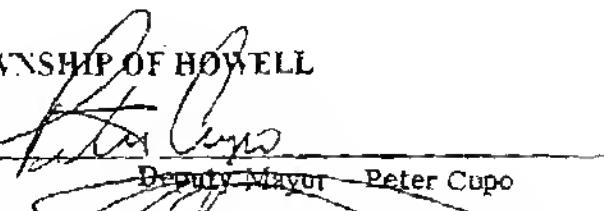
Section 2.

This Agreement constitutes the entire Agreement between the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and

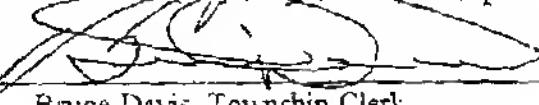
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective secretaries and their corporate seals to be placed hereon on the 30 day of May 1995.

TOWNSHIP OF HOWELL

By:


Deputy Mayor Peter Cupo

By:


Bruce Davis, Township Clerk

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

By: Michael T. O'Brien 5/22/95
Michael T. O'Brien, International Representative

TRANSPORT WORKERS UNION OF AMERICA, LOCAL 225 BRANCH 4

By: William J. Ernst 5/22/95
William J. Ernst, President

By: Christopher Mikkelsen 5-31-95
Christopher Mikkelsen, Chairperson

1995 SALARY SCHEDULE TRANSPORT WORKERS UNION

GR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
12	19506	20246	21195	22133	23142	23998	24936
13	20246	21195	22133	23142	23998	24936	25868
14	21195	22133	23142	23998	24936	25868	27003
15	22133	23142	23998	24936	25868	27003	28120
16	23142	23998	24936	25868	27003	28120	29346
17	23998	24936	25868	27003	28120	29346	30468
18	24936	25868	27003	28120	29346	30468	31781
19	25868	27003	28120	29346	30468	31781	33187
20	27003	28120	29346	30468	31781	33187	34600
21	28120	29346	30468	31781	33187	34600	36091
22	29346	30468	31781	33187	34600	36091	37783
23	30468	31781	33187	34600	36091	37783	39460
24	31781	33187	34600	36091	37783	39460	41162
* 25	33187	34600	36091	37783	39460	41162	43002
26	34600	36091	37783	39460	41162	43002	44935
27	36091	37783	39460	41162	43002	44935	46785
28	37783	39460	41162	43002	44935	46785	48751

EFFECTIVE 1995 NEWLY HIRED COMMUNICATIONS OPERATORS
 SHALL BE \$24000. FOR THE FIRST YEAR OF EMPLOYMENT;
 \$26000. FOR THE SECOND YEAR OF EMPLOYMENT; AND IN THE
 THIRD YEAR OF EMPLOYMENT, SHALL BE PLACED ON THE CURRENT
 STEP ONE OF GRADE 25 OF THAT CURRENT YEAR.

1996 SALARY SCHEDULE TRANSPORT WORKERS UNION

GR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
12	20384	21157	22149	23129	24183	25078	26058
13	21157	22149	23129	24183	25078	26058	27032
14	22149	23129	24183	25078	26058	27032	28218
15	23129	24183	25078	26058	27032	28218	29385
16	24183	25078	26058	27032	28218	29385	30667
17	25078	26058	27032	28218	29385	30667	31839
18	26058	27032	28218	29385	30667	31839	33211
19	27032	28218	29385	30667	31839	33211	34680
20	28218	29385	30667	31839	33211	34680	36157
21	29385	30667	31839	33211	34680	36157	37715
22	30667	31839	33211	34680	36157	37715	39483
23	31839	33211	34680	36157	37715	39483	41236
24	33211	34680	36157	37715	39483	41236	43014
* 25	34680	36157	37715	39483	41236	43014	44937
26	36157	37715	39483	41236	43014	44937	46957
27	37715	39483	41236	43014	44937	46957	48890
28	39483	41236	43014	44937	46957	48890	50945

- * EFFECTIVE 1996 NEWLY HIRED COMMUNICATIONS OPERATORS
SHALL BE \$25080 FOR THE FIRST YEAR OF EMPLOYMENT;
\$27170 FOR THE SECOND YEAR OF EMPLOYMENT; AND IN THE
THIRD YEAR OF EMPLOYMENT, SHALL BE PLACED ON THE CURRENT
STEP ONE OF GRADE 25 OF THAT CURRENT YEAR.

1997 SALARY SCHEDULE TRANSPORT WORKERS UNION

GR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
12	21301	22109	23146	24170	25271	26207	27231
13	22109	23146	24170	25271	26207	27231	28248
14	23146	24170	25271	26207	27231	28248	29488
15	24170	25271	26207	27231	28248	29488	30707
16	25271	26207	27231	28248	29488	30707	32047
17	26207	27231	28248	29488	30707	32047	33272
18	27231	28248	29488	30707	32047	33272	34706
19	28248	29488	30707	32047	33272	34706	36241
20	29488	30707	32047	33272	34706	36241	37784
21	30707	32047	33272	34706	36241	37784	39412
22	32047	33272	34706	36241	37784	39412	41260
23	33272	34706	36241	37784	39412	41260	43092
24	34706	36241	37784	39412	41260	43092	44950
* 25	36241	37784	39412	41260	43092	44950	45959
26	37784	39412	41260	43092	44950	46959	49070
27	39412	41260	43092	44950	46959	49070	51090
28	41260	43092	44950	46959	49070	51090	53238

* EFFECTIVE 1997 NEWLY HIRED COMMUNICATIONS OPERATORS
 SHALL BE \$26209, FOR THE FIRST YEAR OF EMPLOYMENT;
 \$28393, FOR THE SECOND YEAR OF EMPLOYMENT; AND IN THE
 THIRD YEAR OF EMPLOYMENT, SHALL BE PLACED ON THE CURRENT
 STEP ONE OF GRADE 25 OF THAT CURRENT YEAR.